## Case 17-12184-ref Doc 119 Filed 04/05/18 Entered 04/06/18 01:03:26 Desc Imaged Certificate of Notice Page 1 of 3

nited States Bankruptcy Cŏurt Eastern District of Pennsylvania

In re: Christopher E. Blake Mitizene D Lindo-Blake Debtors

Case No. 17-12184-ref Chapter 13

### CERTIFICATE OF NOTICE

District/off: 0313-4 User: Lisa Page 1 of 1 Date Rcvd: Apr 03, 2018 Form ID: pdf900 Total Noticed: 7

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 05, 2018.

db/jdb +Christopher E. Blake, Mitizene D Lindo-Blake, 133 Constitution Ave..

Reading, PA 19606-9410

P.O. Box 16408, 3 3415 Vision Drive, Educational Credit Management Corporation, St. Paul, MN 55116-0408 cr cr +JPMorgan Chase Bank, National Association, Columbus, OH 43219-6009 +Stearns Bank N.A., Pam Loehr-Collection Specialist, cr Stearns Bank Equipment Finance Division, 500 13th Street, PO Box 750, Albany, MN 56307-0750

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

+E-mail/PDF: acg.acg.ebn@americaninfosource.com Apr 04 2018 01:50:18 cr c/o Ascension Capital Group, Capital One Auto Finance,

P.O. Box 165028, Irving, TX 75016-5028

E-mail/PDF: acg.acg.ebn@americaninfosource.com Apr 04 2018 01:50:19 cr

Houston, TX 77210-4360

Capital One Auto Finance c/o AIS Portfolio Service, P.O. BOX 4360, +E-mail/PDF: gecsedi@recoverycorp.com Apr 04 2018 01:50:01 Synchro Synchrony Bank, cr c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank, P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 05, 2018 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 3, 2018 at the address(es) listed below:

DAVE P. ADAMS on behalf of U.S. Trustee United States Trustee dave.p.adams@usdoj.gov FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf\_frpa@trustee13.com

HOWARD GERSHMAN PACCAR Financial Corp. hg229ecf@gmail.com, on behalf of Creditor

229ecf@glpoc.comcastbiz.net

JASON BRETT SCHWARTZ on behalf of Creditor Capital One Auto Finance

jschwartz@mesterschwartz.com, jottinger@mesterschwartz.com

on behalf of Joint Debtor Mitizene D Lindo-Blake jad@cdllawoffice.com, JOHN A. DIGIAMBERARDINO

dmk@cdllawoffice.com,reb@cdllawoffice.com

on behalf of Debtor Christopher E. Blake jad@cdllawoffice.com, JOHN A. DIGIAMBERARDINO dmk@cdllawoffice.com,reb@cdllawoffice.com

JOHN A. DIGIAMBERARDINO

on behalf of Debtor Blake's Trucking, LLC jad@cdllawoffice.com, dmk@cdllawoffice.com,reb@cdllawoffice.com

KEVIN G. MCDONALD on behalf of Creditor

Toyota Motor Credit Corporation bkgroup@kmllawgroup.com

KEVIN S. FRANKEL on behalf of Creditor JPMorgan Chase Bank, National Association

pa-bk@logs.com

LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com,

ecf\_frpa@trustee13.com

MATTEO SAMUEL WEINER on behalf of Creditor Toyota Motor Credit Corporation

bkgroup@kmllawgroup.com

NATHALIE PAUL on behalf of Creditor CIT Technology Financing Services, Inc.

npaul@weltman.com, PitEcf@weltman.com

RICHARD W. KEIFER, III on behalf of Creditor Navitas Credit Corp. f/k/a Navitas Lease Corp.

rkeifer@keiferlaw.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 14

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Christopher E. Blake <u>Debtor</u>	CHAPTER 13
Toyota Motor Credit Corporation	
<u>Movant</u> vs.	NO. 17-12184 REF
Christopher E. Blake	
<u>Debtor</u>	
Frederick L. Reigle	11 U.S.C. Section 362
Trustee	

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The future value on the vehicle held by the Movant on the Debtor's vehicle is \$36,000.29, which breaks down as follows;

 Principal:
 \$31,872.00

 Interest Rate:
 \$4.90%

 Duration:
 60 Months

 Payment:
 \$600.00/month

 Future Value:
 \$36,000.29

 Interest Amount:
 \$4,128.29

- 2. The Debtor shall cure the future value of the vehicle in the following manner:
- a). The vehicle will be paid off over a five (5) year period with direct payments to the client outside of the Bankruptcy Plan.
- 3. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 5. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

# Case 17-12184-ref Doc 119 Filed 04/05/18 Entered 04/06/18 01:03:26 Desc Imaged Certificate of Notice Page 3 of 3

- 6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 7. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
  - 8. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 1, 2018

By: /s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
Attorney for Movant
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734

Date: 3/20/18

Date: 4/2/18

John A. DiGiamberardino, Esq

Attorney for Debtor(s)

Frederick L. Reigle

Trustee

Approved by the Court this 3 day of April

2018. However, the court

retains discretion regarding entry of any further order.

Bankruptcy Judge Richard E. Fehling